

EXHIBIT D

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** ("Agreement") was concluded on December 3, 2009 in New York, USA,

BETWEEN:

- 1) **Kulczyk Real Estate Holding S.ar.l.**, a company duly incorporated and organised under the laws of the Grand Duchy of Luxembourg, with its seat at 13-15 Avenue de la Liberté, L-1931 Luxembourg, registered in the companies register R.C.S Luxembourg under number B 134 942 (hereinafter referred to as "**KREH**"; and
and
- 2) **TWS Investment Partners, LLC** with its registered office at 160 Greentree Drive Suite 101; Dover, DE 19904 (further referred to as "**TWS**")

Further jointly referred to as "**Parties**" and each individually referred to as "**Party**".

1. Loan Agreements

- 1.1 TWS represents that on November 1st, 2007 it concluded with MyPlace Development Spółka z ograniczoną odpowiedzialnością spółka komandytowo-akcyjna ("**MyPlace**") a loan agreement, under which TWS as a lender granted to MyPlace a loan in the amount of 1,300,000 USD (One million three hundred thousand US Dollars) ("**Loan Agreement 1**").
- 1.2 According to the provisions of Loan Agreement 1, MyPlace as the borrower is obligated to repay the debts resulting from Loan Agreement 1 on a chosen period, but not later than on the dates stipulated, respectively, in the Loan Agreement 1.
- 1.3 On the day of signing this Agreement, MyPlaces's total indebtedness together with interest resulting from the Loan Agreement 1 amounts to 1,626,531.00 (One million six hundred twenty six thousand five hundred thirty one US Dollars).

2. Assignment of claims

- 2.1 KREH represents that it is familiar with the content of the Loan Agreements mentioned above.
- 2.2 TWS hereby assigns to KREH all rights of TWS resulting from the Loan Agreement 1, and KREH states that it accepts such assignment.
- 2.3 As a remuneration for the assignment referred to in Clause 2.2 above, KREH will pay to TWS the amount of 813,265.00 (Eight hundred thirteen thousand two hundred sixty five US dollars) within 14 days from the date of this Agreement to the following bank account:

Bank: Bank of America, NA
New York, NY
ABA Number: 026 009 593
Swift Code: BOFAUS3N
Account Name: Innovest Holdings, LLC
Account No: 483012821292
Note on Wire: FBO TWS Investment Partners, LLC

2.4 TWS undertakes to notify MyPlace Development Spółka z ograniczoną odpowiedzialnością spółka komandytowo-akcyjna, within 21 days from the date of this Agreement, about the assignment made under this Agreement to KREH, with a copy to KREH.

3. Representations and Warranties of TWS


- 3.1 The representations and warranties of TWS in this Agreement shall be true and correct in all material respects as at the date of signing of this Agreement.
- 3.2 TWS warrants and represents to KREH that:
- (i) It is validly existing under the laws of its respective country of incorporation stated in the heading of this Agreement;
 - (ii) It has full power and authority to enter into, and perform this Agreement, and that this Agreement constitutes its binding obligation in accordance with its terms;
 - (iii) the execution and delivery of, and the performance by it of its obligations under this Agreement will not result in breach of any provision of its memorandum, articles of association, by-laws or other constitutional documents;
 - (iv) Save as provided in this Agreement, all consents, permissions, approvals and agreements of its shareholders or any third parties which are necessary or desirable for it to obtain in order to enter into and perform this Agreement in accordance with its respective terms have been unconditionally obtained in writing;
 - (v) It is solvent and the assignment of the Loan Agreements will not cause TWS to become insolvent. The assignment of the Loan Agreements is not undertaken to hinder, delay or defraud any creditors of TWS.

4. Miscellaneous


- 4.1 In all matters not expressly regulated in this Agreement the provisions of the Polish Civil Code shall apply.

- 4.2 All cost connected with this Agreement, in particular taxes, shall be covered by KREH.
- 4.3 This Agreement enters into force on the date of signing.
- 4.4 This Agreement is governed by and will be interpreted in accordance with Polish law.
- 4.5 Any amendments to this Agreement must be executed in writing, otherwise being null and void.
- 4.6 This Agreement is executed in 2 (two) counterparts in the English language, one counterpart for each Party.

Kulczyk Real Estate Holding S.ar.l.


ATC Management (Luxembourg) S.à r.l.

TWS Investment Partners, LLC


Roman Sledziejowski
Managing Member